

This Service Agreement, the accompanying terms and conditions, and any Work/Service Order, set forth the terms and conditions under which Ritter Communications and/or its affiliates, agrees to provide the Services described herein.

- I. [Ritter Broadband Internet Service, Additional Residential Terms and Conditions](#)
- II. [Ritter Communications Video Service, Additional Terms and Conditions](#)
- III. [Ritter Communications Phone Service, Additional Terms and Conditions](#)
- IV. [Ritter Communications Home Security Service, Additional Terms and Conditions](#)

RITTER COMMUNICATIONS TERMS AND CONDITIONS OF SERVICE

The following are the terms and conditions (the “Agreement”) that govern the relationship between you (“you,” “your,” “I” or “Customer”) and the subsidiary of Ritter Communications that operates the cable and/or telephone system in your area (“Ritter,” “we,” “us” or “our”). If Ritter provides telephone services in your area pursuant to a tariff or service guide, such tariff or service guide shall supplement, and control over any contradictory terms in, this Agreement with respect to such services. If you receive data or Internet services, you will also be bound to the Broadband Internet Service Additional Terms and Conditions, including without limitation the Acceptable Use Policy, which shall supplement, and control over any contradictory terms in, this Agreement. Each video, phone, data, internet or other service provided by the applicable Ritter entity is a “Service,” and, collectively, are the “Services.” The Services are also subject to the Annual Notice provided by Ritter each year, which contains, among other things, Ritter’s Privacy Policy.

Your signature on the work order and/or use of the Services constitutes your agreement to the terms and conditions set forth herein. We may change our prices, fees, the Services and/or the terms and conditions of this Agreement in the future, and will provide you notice of any such changes. Your continued use of the Services after notice of the change shall constitute your acknowledgement and acceptance of the changes.

1. Subscription and Payment. You are subscribing to Services as set forth on your work order, or as ordered by you over the telephone, or online. You agree to pay the monthly service fees and related charges for the Services. Ritter may verify your credit standing with credit reporting agencies and require a deposit based on your credit standing or other applicable criteria.

2. Payment. You agree to pay for all Services provided to you by us including charges for installation, Equipment, Services provided on a per-channel or per-program basis, any other Services provided and all applicable local, state or federal fees, taxes, surcharges and other fees that are imposed or permitted by governmental or quasi-governmental bodies for the sale, installation, use or provision of the Service or Equipment. Monthly recurring charges are billed in advance and non-recurring charges are billed in arrears. All charges are due upon receipt of bill or by date specified on the billing statement for each period. If you intend to dispute a charge or request a billing credit, you must contact us within sixty (60) days of the date of the bill; otherwise, such dispute or credit is waived. You may not amend or modify this Agreement. Any restrictive

endorsements (such as “paid in full”), releases or other statements on or accompanying checks or other payments accepted by Ritter shall have no legal effect.

3. Late/Other Charges. You understand that we may impose an administrative late fee for each month’s charges not paid when due. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to any outstanding balance, including late charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge up to \$30.00. If you have not paid amounts due within thirty (30) days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agreed to pay to us, in addition to other amounts due, all reasonable agency and attorneys’ fees that we incur, including without limitation, court costs.

4. Additional Fees. In addition to your monthly recurring charges and any administrative fees, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. If you cancel, terminate, or downgrade the Service before the completion of any promotional term to which you agreed (“Initial Term”), you agree to pay Ritter Communications an early cancellation fee of up to two hundred and fifty dollars (\$250.00) plus all outstanding charges for all Services used and Equipment purchased for which you have not paid us prior to termination. Early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Ritter Communications.

5. Ownership of Equipment. “Equipment” includes all Equipment installed in or on your premises by us including, without limitation, digital cable boxes, digital video recorder (“DVR”) boxes, set-top boxes, cable modems, digital subscriber line (“DSL”) modems, wiring, remote controls, Personal Alarm Pendants, and any other Equipment owned by Ritter or leased to you for the Services under this or another Agreement or order between Ritter and Customer. Except as otherwise set forth herein or on your Work Order, the Equipment shall remain Ritter’s sole and exclusive property.

6. Tampering/Misuse/Lost/Stolen. You shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the Equipment. Ritter reserves its rights to charge up to \$500 per unreturned Equipment at the termination of your Service.

7. Termination of Service. Upon termination of Service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to us. If you fail to return any Equipment, you shall pay us the replacement cost of the Equipment. You understand and agree that all unreturned Equipment will be charged to your credit card or bank account consistent with your prior authorization as required by law.

8. Changes in Services, Equipment and Charges. We may change our Services, Equipment and charges, including deleting Services, with or without notice. You acknowledge that the content, programs, or formats of the Services may be discontinued, modified or changed by the owners of the services at any time without prior notice. Parental control is available to block or restrict certain programming or channels. It is your sole responsibility to activate or otherwise enable this feature and to update settings if Ritter or its suppliers rearrange, delete, add or change programming. Information on how to enable this feature is available from Ritter upon request.

9. Transfer of Account or Change of Residence. You may not assign or transfer your obligations or rights related to the Equipment or Services, including to a new address, without our express written consent.

10. Theft of Service. The receipt of Services without our authorization is a crime. You understand that the law prohibits: (1) theft or unauthorized reception of video programming; (2) assisting theft or unauthorized reception of cable programming (including the manufacturing or sale of equipment intended for such unauthorized use); and (3) willful damage, alteration or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct.

11. Service and Repairs. We will make reasonable efforts to maintain our cable system and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by misuse or neglect is your sole responsibility and you must pay us for the cost of repair or replacement.

12. Access on Premises. You grant us a permanent easement on your premises to construct, install, maintain, inspect and/or replace our outlets, cable television transmission lines and all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have obtained the consent of the owner of the premises for us to make installation and maintenance contemplated by your order.

13. Customer's Equipment. We shall have no responsibility for the operation, maintenance or repair of any equipment owned by you, including but not limited to televisions, DVRs, audio receivers, converter boxes, cable modems and other devices. You shall not connect more than one television and/or stereo receiver to an outlet without notifying us of the connection.

14. Service Interruptions. If you lose Service for twenty-four (24) consecutive hours or more, as your sole and exclusive remedy, you are entitled to a prorated credit upon request. To qualify for an adjustment, you must request a credit within thirty (30) days of the failure. We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming.

15. Termination by Customer. You may terminate Service by providing us at least seven (7) days advanced notice. Account holders are liable for all Services rendered by us up to the time the account has been de-activated and we have received all Equipment.

16. Compliance with Agreement. We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.

17. Customer Warranties. I, the customer, represent and warrant that I am at least 18 years of age and am legally authorized to enter into this Agreement. I warrant that I am legally empowered to authorize Ritter to enter upon the premises for the purpose of (a) placing transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing, maintaining, repairing or disconnecting Service.

18. WARRANTY DISCLAIMER. OUR EQUIPMENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY US, OUR OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES BY RITTER, WRITTEN OR ORAL, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. WE DO NOT WARRANT THAT THE EQUIPMENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

19. CUSTOMER INDEMNIFICATION. YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS RITTER AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE "RITTER GROUP") AND SHALL REIMBURSE THE RITTER GROUP FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) YOUR USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

20. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL THE RITTER GROUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR RELATED TO THIS

AGREEMENT, THE EQUIPMENT, THE SERVICES, OR YOUR USE OF OR INABILITY TO USE THE FOREGOING, INCLUDING LOST BUSINESS OR PROFITS, BUSINESS INTERRUPTION OR DOWNTIME, LOSS OF INFORMATION OR DATA, OR COST OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES. THE TOTAL CUMULATIVE LIABILITY OF THE RITTER GROUP ARISING OUT OF AND RELATED TO THIS AGREEMENT, THE EQUIPMENT, THE SERVICES, AND YOUR USE OF OR INABILITY TO USE THE FOREGOING SHALL NOT, REGARDLESS OF THE NUMBER OF INCIDENTS OR CAUSES GIVING RISE TO ANY SUCH LIABILITY, EXCEED THE LESSER OF: (A) THE FEES PAID BY CUSTOMER TO RITTER IN RESPECT OF THE EQUIPMENT AND SERVICES GIVING RISE TO THE CLAIM(S); OR (B) THE TOTAL FEES PAID BY CUSTOMER TO RITTER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE FIRST SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, INDEMNITY OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON LIABILITY ARE AN ESSENTIAL PART OF THIS AGREEMENT, AND SHALL BE VALID AND BINDING EVEN IF ANY REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

21. BINDING ARBITRATION

- (a) **Purpose.** If you have a Dispute (as defined below) with Ritter, you or Ritter may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.
- (b) **Definitions.** The term “Dispute” means any dispute, claim, or controversy between you and Ritter regarding any aspect of your relationship with Ritter, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Arbitration Provision. “Dispute” is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, “Ritter” means Ritter and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.
- (c) **RIGHT TO OPT OUT.** IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY RITTER IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT BY MAIL TO RITTER COMMUNICATIONS., P.O. BOX 17040, JONESBORO, AR 72403, ATTN: ARBITRATION. YOUR WRITTEN NOTIFICATION TO RITTER MUST INCLUDE YOUR NAME, ADDRESS, AND RITTER ACCOUNT NUMBER AS WELL AS A CLEAR

STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH RITTER THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH RITTER OR THE DELIVERY OF SERVICE(S) TO YOU BY RITTER. IF YOU HAVE PREVIOUSLY NOTIFIED RITTER OF YOUR DECISION TO OPT OUT OF ARBITRATION, YOU NEED NOT DO SO AGAIN.

- (d) **Initiation of Arbitration Proceeding/Selection of Arbitrator.** If you or Ritter elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association - Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, 877-493-4185, www.adr.org under the Commercial Arbitration Rules of the American Arbitration Association "AAA".
- (e) **Arbitration Procedures.** Because the Service(s) provided to you by Ritter concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all Disputes. Applicable federal law or the law of the state where you receive the Service from Ritter may apply to and govern the substance of any Disputes. No state statutes pertaining to arbitrations shall be applicable under this Arbitration Provision. If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Ritter. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. If an award granted by the arbitrator exceeds \$75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of

appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

(f) RESTRICTIONS:

1. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES) ABOUT WHICH YOU MUST CONTACT RITTER WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.
2. ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS OR OTHER PERSONS.

(g) Location of Arbitration. The arbitration will take place at a location convenient to you in the area where you receive the service from us.

(h) PAYMENT OF ARBITRATION FEES AND COSTS. RITTER WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON YOUR WRITTEN REQUEST GIVEN PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN RITTER'S FAVOR, YOU SHALL REIMBURSE RITTER FOR THE FEES AND COSTS ADVANCED TO YOU ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE RITTER FOR ANY OF THE FEES AND COSTS ADVANCED BY RITTER. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, RITTER WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.

(i) Severability. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and

the remainder of this Arbitration Provision will be given full force and effect. If the class action waiver clause is found to be illegal or unenforceable, the entire Arbitration Provision will be unenforceable, and the dispute will be decided by a court. If this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Ritter have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

- (j) **EXCLUSIONS FROM ARBITRATION.** YOU AND RITTER AGREE THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY YOU OR BY RITTER THAT IS NOT AGGREGATED WITH THE CLAIM OF ANY OTHER SUBSCRIBER AND WHOSE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS; (2) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (3) ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE; (4) ANY DISPUTE THAT ARISES BETWEEN RITTER AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE OR LOCAL LAW TO GRANT A FRANCHISE 47 U.S.C. § 522(9); AND (5) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

- (k) **Continuation.** This Arbitration Provision shall survive the termination of your Service(s) with Ritter for any reason.

22. Monitoring. Ritter has no obligation to monitor content; however, you agree that Ritter has the right to monitor content and your use of the Services, and to disclose any information as permitted or required by any law, regulation, or governmental request, or to protect us or our other customers.

**RITTER BROADBAND INTERNET SERVICE
RESIDENTIAL ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

Your use of Ritter Broadband Internet Service ("Service") is conditioned on acceptance of, and compliance with, the following terms and conditions of service. These terms and conditions are part of the Ritter Service Agreement.

- 1. Acceptance of terms and conditions and responsibility for the Service.** You acknowledge that you are accepting these terms and conditions on behalf of all persons who use the Service on your account and that you shall have sole responsibility for ensuring that all other users understand and comply with these terms and conditions and all applicable Ritter policies. You acknowledge that you shall be responsible for any transactions made through the Service.

- 2. Acceptable use policy.** You acknowledge and agree that your use of the Service is subject to compliance with Ritter's [Acceptable Use Policy](#).

- 3. General description of the Service and components.** The Service includes broadband Internet access service, wiring, and cable modem. The transfer speeds and other components provided with each specific product offering are described at <http://rittercommunications.com/residential/internet/>.

- 4. Access to premises.** You must provide Ritter employees with reasonable access to the premises to install, inspect, repair, maintain, or remove the Service and any Ritter equipment.

- 5. Limitations on quality of service; credits for interruption of Service.** The Service is provided on a shared network and subject to degraded performance and interrupted service at any time. Reasons for degraded performance and interrupted service include, without limitation, problems with your computer, problems within Ritter's network such as network congestion, equipment failures or damage to Ritter's network components, and problems outside of Ritter's network such as, congestion, equipment failures or damage to network components. Ritter will use commercially reasonable efforts to maintain and repair its network and equipment to provide the Service. Ritter disclaims any responsibility for quality of service problems cause by your computer or any problems beyond Ritter's network. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services caused by any circumstances beyond our control. In all other cases of an interruption of the Service, you shall be entitled upon a request made within sixty (60) days of the interruption, to a pro rata credit for any Service interruption exceeding twenty-four consecutive hours after such interruption is reported to us. The credit shall be your sole and exclusive remedy for an interruption of service.

- 6. Limited liability for damage to property.** Ritter is not responsible in any way for any damage to your property, personal computer or peripherals, or to any software, files or data, or the voiding of warranties, that may result from the installation, use, maintenance, or removal of the Service, except for instances of Ritter's gross negligence. In no event shall Ritter's liability exceed \$1,000.

- 7. Restrictions on users of the Service.** You agree that the Service and Ritter equipment

shall be used only by you and the members of your immediate household living with you at the same address and only for personal, residential, non-commercial purposes. You shall not use Ritter equipment at any other address. You shall not resell or permit another to resell the Services.

8. Restrictions on devices. You must not connect any device to the Service that: (i) harms Ritter's network; (ii) is not compatible with Ritter's network; (iii) enables you or others to access the Service permits access to or use of the Service in violation of these terms and conditions or Ritter's Acceptable Use Policy.

9. Termination of Service; return of cable modem. Upon termination of the Service, the Ritter cable modem must be returned to Ritter's Customer Service Center. Any network interface card installed by Ritter becomes your property. Ritter reserves its rights to charge up to \$500 per unreturned Equipment at the termination of your Service.

10. Ownership of wiring. The cable and other non-electrical equipment installed on the premises between the pole, pedestal, and ground block remain the property of Ritter. Ritter reserves the right to place terminators and other reasonable and necessary devices and components on the wiring inside your home to maintain system security and signal integrity.

11. Customer responsibility for access to Internet content, applications and services; Ritter disclaimer. You acknowledge that the Service provides full access to the Internet and all content, applications and services available over the Internet. Some content, applications or services may be offensive or inappropriate for certain people. Such content may include information, images, or programs that are unlawful, infringing, abusive, profane or sexually offensive. You assume all risk, responsibility and liability for use of the Service to connect to, and access content on, the Internet. Ritter and its officers, employees, and agents disclaim any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such content or from use or reliance upon information, services or merchandise accessed on the Internet through the Service.

12. Customer responsibility for software, content, applications and services downloaded from the Internet; Ritter disclaimer. You assume all responsibility and liability for any software, content, applications or services you download from the Internet, including any virus or other damaging or destructive attribute. Ritter has no responsibility and disclaims any liability for such acts or occurrences. Ritter does not endorse or warranty any third party software, applications, services or content that you access through the Service.

13. Customer responsibility for security; Ritter disclaimer. You assume all responsibility and liability for the security of information on your personal computer and information you transmit or receive through the Service. Ritter has no responsibility and disclaims any liability for the security of any information on your personal computer, or the security or accuracy of any information or data transmitted or received through the Service. Ritter has no responsibility and disclaims any liability for unauthorized access by third persons to your personal computer, files, or data.

14. Special provisions regarding Internet services.

- (a) YOU UNDERSTAND AND AGREE THAT RITTER DOES NOT GUARANTEE ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE RITTER NETWORK OR THAT ANY SPEED OR THROUGHPUT OF YOUR CONNECTION TO THE RITTER NETWORK WILL BE AVAILABLE TO YOU. You understand and agree that the speed of the Service provided at your site will vary depending upon a number of factors, including your computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Ritter's control, and system failures, modifications, upgrades and repairs.
- (b) You understand and agree that Ritter may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Ritter's Acceptable Use Policy. For further information, please see [Ritter's Broadband Internet Service Disclosure](#).
- (c) You further understand and agree that, to allocate bandwidth across all of its users, Ritter may employ traffic-management technology, including but not limited to packet-reset technology, which technology may materially slow the uploading of certain files.

15. Customer warranties. You represent and warrant that you are at least eighteen (18) years of age and are legally empowered to authorize Ritter to enter upon the property where the personal computer is located for the purpose of: (a) placing Ritter transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (b) attaching wiring and equipment to the structure; and (c) installing a cable modem, and software in the designated personal computer.

**RITTER COMMUNICATIONS VIDEO SERVICE
ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

Your use of Ritter Video Service ("Service") is conditioned on acceptance of, and compliance with, the following terms and conditions of service. These terms and conditions are part of the Ritter Service Agreement.

- 1. Acceptance of terms and conditions and responsibility for the Service.** You acknowledge that you are accepting these terms and conditions on behalf of all persons who use the Service on your account and that you shall have sole responsibility for ensuring that all other users understand and comply with these terms and conditions and all applicable Ritter policies. You acknowledge that you shall be responsible for any transactions made through the Service.
- 2. Amendment.** We may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notifications to you.
- 3. Notifications.** You acknowledge receipt of a Cable Privacy Notification as required by federal law.
- 4. Customer warranties.** I represent and warrant that (a) residential Service and Equipment will be used only for personal, residential, non-commercial purposes and will not be duplicated except in compliance with applicable law; (b) I will not exhibit any programming (including PPV, VOD, or digital music) in a commercial establishment or for commercial purposes; and (c) I will not resell or permit another to resell Service in whole or in part.
- 5. Entire Agreement.** This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between Ritter and you for the subject matter hereof. Only Ritter may make modifications to this document. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

RITTER COMMUNICATIONS PHONE SERVICE ADDITIONAL TERMS AND CONDITIONS

Your use of Ritter Phone Service ("Service") is conditioned on acceptance of, and compliance with, the following terms and conditions of service. These terms and conditions are part of the Ritter Service Agreement.

1. Acceptance of terms and conditions and responsibility for the Service. You acknowledge that you are accepting these terms and conditions on behalf of all persons who use the Service on your account and that you shall have sole responsibility for ensuring that all other users understand and comply with these terms and conditions and all applicable Ritter policies. You acknowledge that you shall be responsible for any transactions made through the Service.

2. Special provisions regarding certain telephone services.

- (a) You acknowledge that, with regard to telephone services provided over Internet protocol, the voice-enabled cable modem used to provide the telephone services is electrically powered and that the telephone services, including the ability to access 911 services and home security and medical monitoring services, may not operate if the necessary Equipment is unplugged or otherwise disconnected from necessary power sources, in the event of an electrical power outage or if your broadband cable connection is disrupted or not operating. You acknowledge that, in the event of a power outage in your home, any battery included in your voice-enabled cable modem may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery does not ensure that telephone or other service will be available in all circumstances. You also acknowledge that, in the event of a loss of power that disrupts your local Ritter cable system, the battery in your voice-enabled cable modem will not provide back-up service and the telephone service will not be available. For further information, please see Ritter's [Battery Backup Notice](#)
- (b) You agree that Ritter will not be responsible for any losses or damages arising as a result of the unavailability of telephone service, including the inability to reach 911 or other emergency services, or the inability to contact your home security system or remote medical monitoring service provider. You acknowledge that Ritter does not guarantee that any telephone service will operate with your home security and/or medical monitoring systems, and that you must contact your home security or medical monitoring provider in order to test your system's operation with Ritter's Services. You agree that you are responsible for the cost of any such testing or any fees for configuring myhome security or medical monitoring system to work with the Services.
- (c) The location and address associated with your telephone service will be the address identified on your order. You acknowledge that, you are not permitted to move the Equipment from the location and address in which it has been installed. Furthermore, if you move your voice-enabled cable modem to an address different

than that identified on the order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the order and not the new address.

- (d) Enhanced 911 Service. Enhanced 911 (“E911”), or 911 service is a feature of the Service. Prior to initiation of Service, you must provide Ritter the valid street address where the Service will be utilized (“Registered Address”). Customer agrees to not move the telephone cable modem (“EMTA”) from the location it was originally installed. IF YOU MOVE THE EMTA FROM THE REGISTERED ADDRESS, YOUR PHONE SERVICE MAY NOT FUNCTION PROPERLY AND E911/911 OPERATORS WILL NOT BE ABLE TO IDENTIFY THE CORRECT LOCATION OF A CALLER IN THE EVENT OF AN EMERGENCY.
- (e) You May Not “Opt-out” of Ritter’s E911 Service. You acknowledge that pursuant to federal law the provision of E911 or 911 service to you is provided as an express condition of Service by Ritter. As a result E911 or 911 service is not an optional feature and customer may not “opt-out,” or decline to accept, Ritter’s E911 or 911 Service.
- (f) Resetting Equipment after a Power Failure. A power failure or disruption in Service may require Customer to reset or reconfigure equipment prior to utilizing the Service of E911 or 911 dialing. A power failure may also include a battery failure in the EMTA. If you experience a battery failure in the EMTA, Ritter will provide a replacement battery and installation instructions.
- (g) Use of TDD or TYY Devices. Customer acknowledges that E911/911 service may not be fully compatible with all types of TDD or TYY devices for the hearing impaired. Ritter does not guarantee or offer emergency services compatible with any TDD/TYY or other hearing impaired devices.
- (h) Home Security Systems and other Non-Voice Communications Equipment. Customer acknowledges that the Service may not be compatible with certain third party home security, medical monitoring and other non-voice communications systems. It is the Customer’s responsibility to test Customer’s home security, medical monitoring system or other non-voice communications system. You acknowledge that these systems may not function properly in the event of a power outage or disruption in Ritter’s broadband network service.
- (i) Calling Plans. You expressly agree that you will not have the option of subscribing to a “local only” or “long-distance only” service, nor will Customer be able to subscribe to a separate local, toll or long distance provider for use in conjunction with the Service.
- (j) Limitations & Incompatibilities of Voice over IP (VoIP) and Session Initiated Protocol (SIP)-based Voice Services
 - Incompatible Equipment and Services. Customer acknowledges and

understands Service may not support or be compatible with:

- Non-recommended configurations including but not limited to MTAs, ATAs or ESGs not currently certified by Ritter Communications as compatible with Service
- Certain non-voice communications equipment, including certain makes or models of alarm and security systems, certain medical monitoring devices, certain fax machines, and certain “dial-up” modems
- NOTE: VoIP is a an IP-based solution, and does not carry the signaling capability of traditional TDM-based services, therefore Ritter Communications cannot guarantee delivery and receipt of all fax messages, nor compatibility with certain fax protocols, as well as including but not limited to certain alarm/security systems, medical monitoring devices, or any other device/system typically used with traditional TDM-based voice services
- Rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as certain private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units

3. Service Charges Related to Phone Service. In addition to your monthly recurring charges, you agree to pay Ritter for all usage-based charges including, but not limited to, collect calls, charges for calls to Alaska and Hawaii, international calls, directory assistance, and/or

Ritter assisted calls. You are responsible for the payment of any applicable sales, use, gross receipts, excise, access or other local, state and federal taxes, fees or surcharges (however designated) based upon the provision of the Service, all of which will be separately designated on your invoice. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively. You also agree to pay any applicable fees or payment obligations in connection with the Service that may be imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Service and any regulatory fees that Ritter invoices you to help defray Ritter's contribution to municipal, state and federal government programs in which Ritter participates, including but not limited to, universal service, telecom relay services for the visually/hearing impaired, 911/E911 programs and associated infrastructure. Ritter, in its sole discretion, has the right to determine what fees, taxes and surcharges are due by Customer and to collect and remit them to the governmental authority. Ritter shall in no way be liable to Customer for the collection or remittance of any fees, taxes and surcharges.

Surcharges. A surcharge may be imposed on charges for Service originating from states which levy, or assert a claim of right to levy, a gross receipts tax on Ritter's operations in any such state, or a tax on interstate access charges incurred by Ritter for originating access to telephone exchanges in that state. This surcharge is based on state imposed receipts tax and other state taxes imposed directly or indirectly upon Ritter by virtue of, and measured by, the gross receipts or revenues of Ritter in that state and/or payment of interstate access charges in that state. Surcharges may also be imposed for international directory assistance, international mobile termination fees charged by foreign wireless telecommunication providers, operator assisted calls, and calls made to premium services such as chat lines. Any applicable surcharge will be shown as a separate line item on your monthly invoice.

Charges Caused by Third Parties. You are responsible in all respects (including payment obligations) for all use of the Service under your account, whether or not you actually authorized the use. You will be responsible for ensuring that all use of the Service under your account fully complies with this Agreement.

Casual Calling Charges. Customer agrees to pay for any charges arising out of the use of any "casual calling" (e.g., 10-10-333) services provided by any third party.

Pay-Per-Call/900 Calls. It is Customer's sole responsibility to pay all charges or fees assessed by any pay-per-call service provider (if such service is available). Ritter does not assist such providers in billing or collecting for their services, and Ritter will not intervene on Customer's behalf in a billing dispute with pay-per-call providers.

Wiring. You agree that Ritter and its authorized agents may disconnect your existing service to the local telephone company, and that Ritter or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring in or on your premises in order to connect the premises to the Service.

4. Use of Phone Service. You will not use the Service for any unlawful purpose, or for any use which you have not obtained all required governmental approvals, authorizations, licenses,

consents and permits. Nor will you use any features, functions, or other inputs to the Service (including the features, functions and services of a third party) for any unlawful purpose, or for any use which you have not obtained all required governmental approvals, authorizations, licenses, consents and permits. Ritter may terminate your Service without notice if Ritter finds, in Ritter's sole judgment, that your use is unauthorized or fraudulent.

No Commercial Use. Customer agrees not to use the Phone Service for any commercial reason. If you use the Service for any other purpose, Ritter may immediately suspend, restrict or cancel your service without prior notice.

Interference/Hazardous Conditions. Ritter may shut down your Service without prior notice if Ritter finds, in Ritter's sole discretion, that your use of the Service is causing interference to others or Customer has moved or tampered or allowed others to tamper with any Equipment. Ritter may also shut down your Service without prior notice if Ritter finds, in Ritter's sole discretion, that hazardous conditions exist that would make your continued use of the Service unsafe.

5. Phone Numbers/Portability.

Switching to Ritter from Another Provider. If you are switching to Ritter's Service from another service provider, you may transfer your existing phone number (if any) to the Service, provided that the following conditions apply:

- a) You request the phone number transfer when you place your order for the Service.
- b) You provide complete and accurate information, including your address, existing phone number and name of your current service provider.
- c) Your current service provider releases your existing phone number, without delay and without imposing non-industry-standard charges on Ritter.
- d) Transfer of your existing phone number to the Service would not, in Ritter's sole discretion, violate applicable law or Ritter's processes and procedures.
- e) You acknowledge and agree that if your EMTA is self-installed (where Ritter makes that option available) before the date that the number transfer becomes effective ("Port Effective Date"), you should keep your current phone service until after the Port Effective Date, after which you will be able both to make and receive calls using the Service. You acknowledge and agree that to avoid an interruption in telephone service, you must have the EMTA installed on or before the Port Effective Date. Your current telephone service for the number that you are transferring will be disconnected on the Port Effective Date; if your EMTA is not yet activated, you will not have access to the Service. Ritter will provide you with an estimate of the Port Effective Date at the time of service ordering or via e-mail following your completion of the ordering process.
- f) In the event that you desire to cancel or reschedule the date that you desire Service ("Customer Requested Due Date"), you must notify Ritter no later than three (3) days prior to the Customer Requested Due Date in order to assure that you will not experience interruption in telephone service.

- g) You acknowledge and agree that you have separate long distance service and local service providers.

Switching from Ritter to Another Provider. To transfer your phone number from Ritter to another service provider, you must place the order to transfer the Services through your new service provider (and not through Ritter). Ritter will release Customer's phone number to Customer's new service provider, provided that:

- a) Your new provider submits a properly completed transfer request to Ritter;
- b) Your new service provider will accept transfer of the phone number without delay or charge to Ritter; and
- c) Transfer of your existing phone number to the Service would not, in Ritter's sole discretion, violate applicable law or Ritter's processes and procedures.

Reserved Telephone Numbers. If you are receiving a new telephone number from Ritter, Ritter will reserve telephone numbers for your new telephone service. Reserved telephone numbers may change prior to the time of installation of service. You shall not use, publish or advertise reserved numbers until Service has been activated. You have no property right in the telephone number associated with the Service and you are solely responsible for any expense or loss resulting from your use, publication or dissemination of reserved numbers.

Directory Listing. Liability for damages arising from errors or omissions in the making up or printing of directories or for error or omission in intercept service or in accepting listings as presented by Customers or prospective Customers shall be limited to the amount of actual impairment of the Customer's Service, and in no event shall liability exceed an amount equal to the Service charges during the period covered by the directory in connection with which the error or omission occurs.

Non-Published Listings. For an additional fee, Customer may choose to have a non-published telephone number. Ritter will make reasonable efforts to prevent the disclosure of non-published number, but in no case will Ritter be liable should such number be divulged. Ritter will not be liable for failure or refusal to complete any call to non-published telephone numbers. When a call is placed to the Emergency 911 service, Ritter will release the name and address of the Customer, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 service.

6. Robocall Mitigation Policy/Program

Robocall Mitigation. You agree to comply with federal and state laws against originating unsolicited outbound calls (aka "robocalls") in your use of the Service. Ritter observes industry-best practices to verify the identity of customers and may collect information such as a subscriber's physical location, contact persons(s), and for commercial customers, the state or county of incorporation, federal tax ID and the nature of a customer's business. Ritter will not knowingly deliver services to known robocall originators and may shut down your Service without prior notice if Ritter finds, in Ritter's sole discretion, that you are engaging in the origination of robocalls for any purpose. Ritter will further cooperate with enforcement efforts

of the Industry Traceback Group (ITG) and any other agencies designated by the Federal Communications Commission (FCC) to trace the origination of any actual or suspected robocall activity on our network.

RITTER COMMUNICATIONS HOME SECURITY SERVICE ADDITIONAL TERMS AND CONDITIONS

Your use of Ritter Home Security Service ("Service") is conditioned on acceptance of, and compliance with, the following terms and conditions of service. These terms and conditions are part of the Ritter Service Agreement.

1. Acceptance of terms and conditions and responsibility for the Service. You acknowledge that you are accepting these terms and conditions on behalf of all persons who use the Service on your account and that you shall have sole responsibility for ensuring that all other users understand and comply with these terms and conditions and all applicable Ritter policies. You acknowledge that you shall be responsible for any transactions made through the Service.

2. Services Provided.

Security Systems. Through its Equipment and Services, Ritter offers security systems that feature wireless sensors and cellular wireless backhaul communication for signaling alarms to those responsible for responding to the specific alarm ("Responders"). Ritter shall monitor your system twenty-four (24) hours a day, seven (7) days a week. If a signal is received from the Equipment, Ritter shall seek to create two-way voice communications by telephone with the "Responders" as designated on the Subscriber's response information form.

Panic Systems. Ritter offers "Panic" alarms that circumvent dispatch verification calls and immediately dispatch Responders. Ritter also offers Personal Alarm Pendants that Customer may wear; these allow Customer to make a "panic" call by pressing a button on the Pendant.

3. Internet Connection. YOU UNDERSTAND AND AGREE THAT IT IS SOLELY THE RESPONSIBILITY OF THE CUSTOMER TO MAINTAIN INTERNET CONNECTION AT YOUR OWN COST. THE SECURITY SERVICES DO NOT INCLUDE PROVISION OF HIGH-SPEED INTERNET SERVICES. You understand and agree that Ritter does not control or guarantee any broadband service.

4. Remote and Wireless Access. The Services may include certain remote viewing, access, and control features and functionality. Ritter does not guarantee access to any of its Services via wireless connections. Ritter will not be liable for any incidental or consequential damages or losses from interruption or loss of wireless access. Wireless service will only be an effective means of monitoring when you have active wireless coverage available at your location. You understand and agree that Ritter does not control or guarantee any telephone or cellular service.

5. Third-Party Services. Ritter is not responsible for the performance (or non-performance) of any third-party services, equipment, infrastructure, or content, whether or not they constitute components of the Services. Ritter shall not be bound by any undertaking, representation or warranty made by an agent, or employee of Ritter or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation or warranty is inconsistent with the terms of this Agreement. In

addition, you understand that you will have access to the services and content of third parties through the Services, including without limitation, that of content providers (whether or not accessible directly from the Services). Ritter is not responsible for any services, equipment, infrastructure, or content that is not provided by us (even if it is a component of the Services), and we shall have no liability with respect to such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed by or advertised through the Services

6. Operation of Security Alarm System. Ritter will instruct you upon installation of the system and we will provide additional instruction once per year, upon request, at no additional charge.

7. Termination. In the event you violate any part of the terms and conditions of use, including failure to pay monitoring charges, or abandon or sublet the premises, we may terminate your Service at any time.

8. Insurance. Customer is responsible for obtaining all insurance coverage that you believe is necessary to protect your residence, business, belongings and persons in or on your Premises, including coverage for personal injury and property damage. THE PAYMENTS YOU MAKE UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, YOUR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES. THE PAYMENTS FOR THIS SERVICE ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTIONS AFFORDED TO COMPANY UNDER THIS AGREEMENT. You hereby release Ritter and its affiliates from any liability for any event or condition customarily covered by homeowner's or business insurance, as applicable. You understand that the System is designed to reduce, but not eliminate, certain risks and is primarily a home control product. Ritter does not represent or guarantee that any of its Systems, including Security and Panic Systems, will prevent personal injury, unauthorized entrances or any other damage to the Premises. Ritter assumes no liability for those risks.

IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE, YOU AGREE NOT TO LOOK TO RITTER FOR REIMBURSEMENT. YOU WAIVE ANY RIGHTS THAT YOUR INSURANCE CARRIER OR OTHERS CLAIMING THROUGH YOU MAY HAVE AGAINST RITTER, INCLUDING ANY RIGHTS OF SUBROGATION.

YOU ACKNOWLEDGE THAT NEITHER RITTER NOR ITS AFFILIATES, ANY OF ITS AGENTS, REPRESENTATIVES, SUPPLIERS, SERVICE PROVIDERS, CONTRACTORS OR SUBCONTRACTORS IS AN INSURER OF OR AGAINST, OR LIABLE FOR ANY POTENTIAL OR ACTUAL LOSS OR DAMAGE TO PERSON OR PROPERTY THAT MAY OCCUR IN OR AT THE PREMISES, WHETHER AS A RESULT OF BURGLARY, THEFT, FIRE, SMOKE, CARBON MONOXIDE POISONING, WATER LEAKAGE, INSTALLATION, SELF-INSTALLATION, OPERATION, MAINTENANCE OR REMOVAL OF THE SYSTEM (WHETHER CUSTOMER EQUIPMENT OR COMPANY EQUIPMENT), PHYSICAL HARM TO ANY PERSON, ENTRY IN OR ONTO THE PREMISES, THE CONDUCT OF ANY PERSONS IN OR ON THE PREMISES, THE PROVISION OF THE SERVICES, OR

OTHERWISE.

RITTER EXPRESSLY DENIES AND DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT TO AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE OF ANY DEGREE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER THEORIES OF LIABILITY.